

HIGHWAY RIGHT OF WAY ACQUISITION FUND

Chapter 20, 1952, 2d Extraordinary Session

SFUND RECORDS CTR

New York City, New York
~~California~~

2059492

ACCT.	DIST.	COUNTY	ROUTE	SECTION	ALLOT.
	VII	LA LA	158 165	C A	7RV174 53-7BA1

August 24, 1956

SHELL CHEMICAL CORPORATION,

Station _____ to station _____

1W-1
4/18/56

a Delaware Corporation.

Grantor _____

Side of Highway _____

*Shell Chemical
Rubber Plant -
Torrance*

RIGHT OF WAY CONTRACT—STATE HIGHWAY

LA-158-C - No. 7370

LA-163-A - No. 6508

Document No. _____ in the form of _____

GRANT DEEDS

22400

22401

covering the following described property:

Lot 82 of Tract No. 4671 in the county of Los Angeles, State of California, as per map recorded in Book 56, pages 30 and 31 of Maps, in the office of the County Recorder of said County, except the easterly 100 feet thereof.

Portion of Lot 115 of Tract No. 4671 in the county of Los Angeles, State of California, as per map recorded in Book 56, pages 30 and 31 of Maps, in the office of the County Recorder of said County, all as more particularly described in Grant Deeds Nos. 6508 and 7370.

has been executed and delivered to **T. C. STOWE**

Right of Way Agent of the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The State shall:

- (A) Pay the undersigned grantor(s) the sum of \$130,000.00 for the property or interest therein as conveyed by above document No. 7370, LA-158-C, and document No. 6508, LA-163-A, within ninety (90) days after date title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and unrecorded) and taxes, except:

1. General and special city and county taxes for the fiscal year 1956-1957, a lien not yet payable.

APPROVED FOR
FILE _____

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2. Rights as granted and provided in Case No. 3284 of the Superior Court of Los Angeles.
3. Rights granted to Dominguez Water Company, as shown in deed recorded in Book 936 at page 287, Official Records.
4. Easement granted to Dominguez Water Company by deed recorded in Book 1515 at page 265, Official Records.
5. Easements for public road and highway purposes, as granted to The County of Los Angeles in deeds recorded in Book 12113 at page 381, Official Records, and in Book 12163 at page 342, Official Records.
6. Easement for highway purposes to the State of California, as granted in deed recorded in Book 15944 at page 310, Official Records.
7. Rights reserved by Dominguez Water Company in deed recorded in Book 20539 at page 242, Official Records.
8. Water line easement to Dominguez Water Company, as shown in deed recorded in Book 38362 at page 377, Official Records.
9. Easement for water line to Dominguez Water Company, recorded in Book 20349 at page 63, Official Records.
10. Easement for highway purposes, recorded in Book 12349 at page 12, Official Records.
11. Effect of certain assignments recorded in Book 18151 at page 376, Official Records.

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12. Exceptions and reservations contained in Grant Deeds Nos. 7370, LA-158-C and 6508, LA-165-A.

if required.

(c) Construct, at its own cost and expense:

1. 7' x 6' reinforced concrete box drainage structure to carry grantor's effluent and drainage waters under and through the San Diego Freeway-Harbor Freeway interchange from the point of entry of said waters into present open ditch, on the easterly right of way existing Figueroa Street, to the point of entry into 30" reinforced concrete pipe east of Moneta Street. Provision is to be made at the easterly end of said structure for a spillway or overflow device to carry waters which may flow through said structure over and above the capacity of the 30" pipe, into the natural drainage channel alongside. A 54" spool or takeoff is to be constructed into said overflow device to provide for a future planned pipe line of grantor.

2. 8'8" x 4' I.D. reinforced concrete box pipe line structure at approximate Highway Engineer's Station 612+00±. Said box structure is to be placed around the existing oil, chemical, waste and other facility pipe line of grantor now located at said crossing of the proposed freeway. The structure shall carry the lines under the freeway proper from a point outside the westerly freeway right of way to a point outside the easterly freeway right of way.

Appropriate provision shall be made for drainage and for prevention of surface waters from entering the structure at either end. The box is to be placed around the pipe line without disturbing the operation of same, and the Highway Contractor shall be given appropriate instruction to require careful handling and protection of said lines during the period of construction of said structure.

After the construction of the structure, it shall become the property of Shell Chemical Corporation and all future maintenance of said structure shall be by Shell Chemical. Service and maintenance of the pipe lines to be left within said structure shall be performed from a point outside the freeway right of way. This is not to be construed as preventing entrance into or maintenance inside the box structure.

Appropriate provision shall be made for risers of plain concrete on 18' centers so that the pipe lines to be left within said box shall be raised off the floor of same.

Plans of said box structure shall be submitted to and approved by Shell Chemical Corporation prior to construction of the structure.

3. Provide split corrugated metal pipe casing around each of the pipe lines under the frontage road to be constructed by the State on the east of the freeway. Said casings shall be at least four inches in diameter larger than the size of existing pipes, provided that no casing shall be smaller than eight inches in diameter. Said casings are to be constructed around said pipe lines without interruption in the service of same.

- (D) Grant permission, and it hereby does grant permission, to Shell Chemical Corporation to continue to occupy and use the chemical treatment plant at Moneta and Knox Streets, hereinafter referred to, until 18 months after delivery of an executed copy of this contract to grantor. At the end of said 18 months' period, grantor is to have completed the replacement facility, or in any event to be in a position to permit the State to demolish the existing improvements.



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3. Payment, as specified in Clause 2(A) hereinabove, includes payment for land taken and the following improvements:

1. Concrete skimming basin, complete with all necessary facilities.
2. Power Panel.
3. Power Panel Platform.
4. Lighting.
5. Pump, complete with connections.
6. "A" Frame, complete with hoist.
7. Pipework, complete with gauging system and gate valves.
8. Filter Baskets.
9. Miscellaneous metal fixtures, rails, guards and supports.
10. Chain Link Fencing with Gate.
11. Guard House
12. Supply storage area and loading dock.

4. Grantor agrees to provide supervisory personnel sufficient to protect grantor's pipe lines crossing the freeway north of Del Amo, more particularly described above. Grantor further agrees to permit the State to enter upon the remaining pipe line easement area east and west of the proposed freeway for the purpose of securing sufficient room in which to uncover the existing pipe lines and raise same during the period of construction of the pipe line box structure referred to. It is specifically understood that said pipe lines can be raised a minimum of three feet above their existing elevation, provided that sufficient clearance easterly and westerly of said lines is made. The supervisory personnel to be appointed by grantor shall direct the State Contractor in the proper elevation of said lines and temporary protection necessary for said contractor to place during the period of construction.

5. Payment in Clause 2(A) hereinabove also includes payment for 6-foot wire mesh fence now located around the parcel of property located on the northeast corner of Knox and Figueroa Streets, which is acquired in this transaction.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Shell Chemical Corporation
Sixth and St. Paul Avenue
Los Angeles, California

Attn: Mr. Carroll Albright

APPROVED	
Desc.:	121
File:	✓
Legal:	
Prod.:	
Expir:	
For signature	

Recommended for Approval,

By.....
Right of Way Agent

Recommended for Approval,

By / [Signature]
~~Supervising Right of Way Agent~~
Supervising Right of Way Agent

SHELL CHEMICAL CORPORATION

Original Signed by R. C. McCurdy

R. C. McCURDY, President

Original Signed by G. E. Brewer

G. E. BREWER, Secretary *Grantor*

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

By [Signature]
Assistant District Engineer

No Obligation Other Than Those Set Forth Herein Will Be Recognized

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ONE OR MORE PAGES IN THIS DOCUMENT ARE DIFFICULT TO READ
DUE TO THE QUALITY OF THE ORIGINAL